

BILL NO. S-80-0~~8~~ 05

SPECIAL ORDINANCE NO. S-D-1938

AN ORDINANCE approving an Agreement to purchase Real Estate from F.H. Investment Corp. for Neighborhood Care, Inc.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

SECTION 1. That the Agreement to Purchase Real Estate dated September 6, 1979, between the City of Fort Wayne, by and through its Mayor and Neighborhood Care, Inc., and F.H. Investment Corp. for:

West 1/2 of Lot 47 in Compartets Addition.

for the total cost of \$3,840.00 all as more particularly set forth in said agreement, which is on file in the Office of Neighborhood Care, Inc., and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Mark E. G. Dumb
COUNCILMAN

APPROVED AS TO FORM AND
LEGALITY JULY 18, 1980.

JOHN E. HOFFMAN
City Attorney

JOHN E. HOFFMAN
City Attorney

Read the first time in full and on motion by GiaQuinta,
seconded by Julius, and duly adopted, read the second time
by title and referred to the Committee Julius (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice (at the Council Chambers, City-County Building, Fort Wayne,
Indiana, on _____, 19_____, at _____ o'clock M., E.S.T.

DATE: 8/12/80

Charles W. Westerman /se
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by Julius,
seconded by Julius, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
<u>TOTAL VOTES</u>	<u>0</u>	<u>9</u>			
<u>BURNS</u>		<u>X</u>			
<u>EISBART</u>		<u>X</u>			
<u>GiaQUINTA</u>		<u>X</u>			
<u>NUCKOLS</u>		<u>X</u>			
<u>SCHMIDT, D.</u>		<u>X</u>			
<u>SCHMIDT, V.</u>		<u>X</u>			
<u>SCHOMBURG</u>		<u>X</u>			
<u>STIER</u>		<u>X</u>			
<u>TALARICO</u>		<u>X</u>			

DATE: 8/12/80

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL)
(APPROPRIATION) ORDINANCE (RESOLUTION) No. _____
on the _____ day of _____, 19_____.
ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the _____ day of _____, 19_____, at the hour of
_____ o'clock M., E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this _____ day of
19_____, at the hour of _____ o'clock M., E.S.T.

Winfield C. Moses, Jr.
WINFIELD C. MOSES, JR.
MAYOR

BTI-L NO. S-80-08-05

REPORT OF THE COMMITTEE ON FINANCE

WE, YOUR COMMITTEE ON FINANCE TO WHOM WAS REFERRED AN
ORDINANCE approving an Agreement to purchase Real Estate from F. H.
Investment Corp. for Neighborhood Care, Inc.

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT
BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO NOT PASS.

JAMES S. STIER, CHAIRMAN

MARK GIAQUINTA, VICE CHAIRMAN

BEN EISBART

PAUL M. BURNS

DONALD J. SCHMIDT

DATE

CONCURRED IN

CHARLES W. WESTERMAN, CIV. CLERK

To: F H INVESTMENT CORP. Owners, Date SEPTEMBER 6, 1979

I/We hereby offer to purchase for the sum of \$ 950.00 in accordance with Paragraph A below, the real estate in Allen

County, Indiana commonly known as 1020 E. WASHINGTON
W. L. LOT 47, COMPARETS ADDITION

the legal description of which is W-2 ECG 47 CORAL ARCTIC ADDITION

This Agreement to Purchase is made subject to the following terms and conditions:

1. PURCHASE PRICE

A. **Cash.** The entire purchase price shall be paid in cash.

B. **Cash with New Mortgage.** The entire purchase price shall be paid in cash, contingent upon Buyer's ability to obtain within _____ days from this date a _____ mortgage loan commitment in the amount of not less than \$_____. Loan points, if any, not in excess of _____ shall be paid by (Seller / Buyer). If Buyer does not obtain such commitment within said period of time it shall render this Agreement null, void and of no force and effect, and any earnest money shall be refunded to Buyer. Buyer agrees to make immediate application for such financing, and to proceed in good faith toward obtaining same.

C. **Cash, Subject to Existing Mortgage.** Buyer shall assume and agree to pay the unpaid balance of the existing mortgage on said property, subject to Lender's consent if necessary, held by _____, in the approximate amount of \$_____. At the final closing the Buyer shall pay the balance of the purchase price in cash and will reimburse the Seller for any escrow funds, which Seller shall assign to Buyer. Any Assumption fees charged by the Mortgagor to be paid by Buyer.

D. **Land Contract.** The sum of \$_____ in cash upon the execution of a Land Contract on the Allen County Indiana Bar Association form with payments of not less than \$_____ per month, including _____% interest computed _____, plus taxes and insurance.

2. **TAXES AND ASSESSMENTS.** Buyer shall assume and pay real estate taxes due and payable in (May) November 19 80, and all subsequent taxes. If the tax rate is not finalized, the last rate and value shall be used in this computation. Seller shall assume and pay any assessments or charges upon or applying to the real estate for public or municipal improvements or services which on the date of this Agreement are constructed or installed on or about the real estate or are serving the real estate.

3. **SURVEY.** Seller shall furnish at Seller's expense an up to date survey, identifying location of corners, showing dimensions, location of all improvements, building lines, easements, and stating whether said property is in or not in a flood plain.

4. **TITLE.** Seller shall furnish at Seller's expense (check appropriate box)
 An Abstract of Title disclosing in Seller marketable title to the real estate as of a date after the date hereof. Buyer shall have a reasonable time before closing to have the same examined, and Seller shall have a reasonable time to correct any title defects.
 A policy of Owner's Title Insurance insuring in Buyer marketable title to the real estate as of a date after the date hereof. Seller shall deliver to Buyer any abstract in Seller's possession pertaining to the described real estate. Additional expense, if any, for Mortgage Title Insurance to be paid by Buyer.

5. **CLOSING.** This transaction shall be closed as soon as title to the real estate meets necessary legal requirements and financing is obtained, if called for herein. Upon payment of the Purchase Price, Seller shall deliver a properly executed General Warranty Deed, or Land Contract, conveying or contracting to convey the real estate, improvements, and fixtures in substantially their present condition, usual wear and tear excepted, and if Seller is unable to do so, Buyer shall have the option to revoke this Agreement and have the Earnest Money returned, without delay. Seller shall also provide a Closing Affidavit, as commonly used in Allen County, Indiana. Seller assumes risk of loss and damage until closing. Issues of marketability shall be resolved by reference to the Standards of Marketability, as adopted by the Allen County Indiana Bar Association.

6. **POSSESSION** shall be delivered on or before AC Rent, if any, shall be pro-rated. Insurance shall be (pro-rated) (cancelled) as of closing date. Seller shall pay all Charges for utility services furnished the real estate until the date possession is delivered.

7. **IMPROVEMENTS AND FIXTURES.** This Agreement to purchase includes all improvements and permanent fixtures used in connection with said real estate, including, but not necessarily limited to, the following: All electrical, gas, central heating, central air conditioning, and plumbing fixtures, including water softener (except rental units), built-in appliances, all screens, screen doors, storm windows, shades, venetian blinds, drapery hardware, awnings, shutters, attached carpeting, linoleum, radio or television antennae, garage door openers with _____ activators, attached shelving, trees, shrubs, flowers, fences, and _____, if any, now in or on the property, the costs of which shall be fully paid and shall be free of liens.

8. **SELLER'S REPRESENTATION.** The Seller represents that at the time Seller surrenders possession the electrical, gas, central heating, central air conditioning, plumbing fixtures, and built-in appliances will be in normal working condition; provided, however, that Seller shall not be liable for any such defect unless Buyer gives written notice thereof within a reasonable time after Seller surrenders possession to the Buyer.

9. **INSPECTION OF PROPERTY.** Buyer has personally inspected and examined the above property, improvements and fixtures included therein, and makes this Agreement in good faith. Buyer shall have an opportunity to again inspect and examine the above property, improvements, and fixtures immediately prior to closing. All the terms and conditions are as stated herein, there being no verbal agreements. If this Agreement is accepted by the Seller, it shall be an Agreement binding and inuring to the benefit of both Buyer and Seller, their heirs, and personal representatives.

10. **ZONING.** Buyer's intended use requires a zoning classification of R1, and this Agreement is contingent on such use being permitted as of date of closing.

11. **EARNEST MONEY.** The Buyer deposits as earnest money the sum of \$_____-0_____, and upon acceptance by Seller, will deposit additional money in the sum of \$_____-0_____, all of which is to apply toward the purchase price and be held in escrow by Seller's agent until closing. If Seller does not accept in writing on or before 11:59 P.M. SEPTEMBER 13, 19 79, the offer shall be withdrawn and the earnest money returned. If this offer is accepted and Buyer fails to complete the purchase as agreed, all earnest money shall be forfeited to Seller as liquidated damages and Seller shall have no other remedy at law or in equity.

12. **OTHER TERMS OR CONDITIONS:** CONTINGENT UPON APPROVAL OF THE GOVERNING BODY OF THE
CITY OF FORT WAYNE, INDIANA.

13. This Agreement is solely between Buyer and Seller. The Realtor/Broker(s) and Sales Agent(s) shall not be liable for any existing or arising defects or deficiencies in the real estate, improvement, or equipment thereon.

Buyer: Michael D. Henry DBA. NEIGHBORHOOD CARE, INC.

Address: _____ Phone: _____

Earnest money deposit of \$ _____ received. Agent _____, 19_____.

Additional deposit of \$ _____ received. Agent _____, 19_____.

ACCEPTANCE BY SELLER: The undersigned Seller of the property described in above Agreement, hereby accepts said offer and agrees

ACCEPTANCE BY SELLER: The undersigned Seller of the property described in the foregoing description of property **AGREED TO SELL THE PROPERTY FOR A PRICE OF \$3840.00**

to abide by the terms and conditions therein.
THIRTY EIGHT HUNDRED FORTY DOLLARS

... and the new method L. Henry hereby accept

and also agreed to pay our Agent commission of $\frac{1}{2}$ per cent, which sum shall be deducted from the first payment made to us,

We also authorized our said agent to hold all money deposited in escrow until the transaction is completed. Dated this 1st day of Sept 1979 At the hand of Henry (Deputy Director)

THE INVESTMENT CORP. - 100 E. Watson

Seller: 8-12-012000 PRES Date: 4/22/04

Address: 101 Queen St. S.E. #100 Phone: (403) 222-1234 Date: 10th APR 5, 1979

ALLEN COUNTY
DEPARTMENT OF MINIMUM HOUSING AND RELOCATION

Minimum Housing Code Inspection
(Checklist)

DATE: July 19th, 1978

NAME: Ms Clara Jones

OWNER: _____

ADDRESS: 1020 E. Washington

ADDRESS: _____

PHONE: _____

PHONE: _____

Owner Occ: Yes _____ No _____ Tenant Occ: Yes _____ No _____ Vacant: Yes _____ No _____

Family Size 6 No. of Rooms 6 No. Bedrooms 3 Monthly Income \$ _____

Income Source _____ Employer _____ Monthly Housing Cost \$ _____

DWELLING USE

TYPE OF CONSTRUCTION

Sing. Fam. Multi Fam. _____

Brick _____ Frame Combination _____

Secondary Structure Yes _____ No _____

Siding: Alum _____ Insulbrick _____ Other

EXTERIOR

Steps: Yes No _____ Concrete _____ Wood (1) _____ (2) _____ (3) (4) _____

Porch: Yes No _____ Concrete _____ Wood (1) _____ (2) _____ (3) (4) _____

Paint: Yes No _____ (1) _____ (2) _____ (3) (4) _____

Gutters & Downspouts: Yes No _____ Some _____ (1) _____ (2) _____ (3) (4) _____

Screens: Yes No _____ Some _____ (1) _____ (2) _____ (3) (4) _____

Roof: (1) _____ (2) _____ (3) _____ (4) Rear

Chimney: (1) (2) _____ (3) (4) _____

Foundation: (1) _____ (2) (3) _____ (4) _____

Garbage Cans: Yes No _____ 1 _____ 2 More _____

Condensation Repair

INTERIOR

BATH

Floor: (1) _____ (2) _____ (3) (4) _____

Walls: (1) _____ (2) (3) _____ (4) _____

Tub-Shower: (1) _____ (2) _____ (3) (4) _____

Lavatory: (1) (2) _____ (3) (4) _____

Toilet: (1) _____ (2) _____ (3) (4) _____

Hot & Cold Water: Yes No _____

Ventilation: Yes No _____

Window Fan _____

KITCHEN

Floor: (1) _____ (2) _____ (3) (4) _____

Walls: (1) _____ (2) (3) _____ (4) _____

Sink: (1) _____ (2) _____ (3) (4) _____

Sink Drain: (1) (2) _____ (3) (4) _____

Egress: Yes No _____

Hot & Cold Water: Yes No _____

Ventilation: Yes No _____

Window Fan _____

HEATING

Central: (1) (2) (3) (4)

Gas: (1) (2) (3) (4)

Oil: (1) (2) (3) (4)

Electric: (1) (2) (3) (4)

Coal: (1) (2) (3) (4)

Space Heater: Yes No

OUTLETS:

	0	1	2	More
Kitchen				<input checked="" type="checkbox"/>
L. Room			<input checked="" type="checkbox"/>	
D. Room				<input checked="" type="checkbox"/>
Bath		<input checked="" type="checkbox"/>		

ELECTRICAL

Wiring: (1) (2) (3) (4)

OUTLETS IN BEDROOMS

	0	1	2	More
1st. B. R.		<input checked="" type="checkbox"/>		
2nd. B. R.		<input checked="" type="checkbox"/>		
3rd. B. R.		<input checked="" type="checkbox"/>		
4th. B. R.				
5th. B. R.				

VENTILATION IN BEDROOMS (WINDOW)

1st. B.R. Yes No

2nd. B.R. Yes No

3rd. B.R. Yes No

4th. B.R. Yes No

5th. B.R. Yes No

PLUMBING

(1) (2) (3) (4)

Copper: Yes No

Galvanized: Yes No

Mixed: Yes No

Water Heater: Yes No

Relief Valve: Yes No

BASEMENT

Floor: (1) (2) (3) (4)

Walls: (1) (2) (3) (4)

Stairs: (1) (2) (3) (4)

Utilized for Sleeping: Yes No

PHYSICALLY ADEQUATE

Overcrowded: Yes No

COMMENTS: ① Roll roofing deteriorated and missing -

② Replaced: See Ita & Ta!

③ Exterior paint deteriorated - repaint. See Ita

④ Some exterior siding planks loose and missing - Replace planks where needed. See Ita

⑤ Rear porch ends surround storm door screened out - Replace screens. See Tg

KEY: ⑥ Trees growing at foundation on west and south - Recommend remove! See Ita

(1) Sound Condition

(2) Minor Defects

(3) Major Defects

(4) Sub-Standard

Inspected by: Collard

01/23/74

⑦ Front porch eaves has holes in -

Cover to pest proof: See Ita

⑧ Front storm door missing - Replace storm door/screen: See Ita & Tg

- ⑧ Front steps weak and deteriorated - Replace steps; See. IIc
- ⑨ Front porch east column missing and middle north column broken at base - Replace east and replace base on north; See. IIc
- ⑩ Front porch floor boards loose - Replace where needed; See. IIc
- ⑪ Some gutters rusted out and downspouts missing - Replace where needed; See. IIa
- ⑫ Rear chimney bricks loose and missing - Replace bricks and cement; See. IIa
- ⑬ Living room, dining room, kitchen, and bathroom has holes in plaster and deteriorated paint - Replaster and decorate; See. IIa
- ⑭ Kitchen floor tile deteriorated - Replace tile; See. IIa
- ⑮ Kitchen sink faucet assembly leaks and hot water faucet assembly broken and drain trap leaks - Replace; See. IIa
- ⑯ Downstairs bathroom toilet has inlet water shut off because base gasket worn out and water leaks - Replace gasket and repair leaks and turn on water. See. IIb & IIa
- ⑰ Bathroom floor tile deteriorated - Replace; See. IIa
- ⑱ Some basement windows broken - Replace where needed; See. IIb
- ⑲ Some galvanized pipes in basement are corroded and leaks water - Replace; See. IIc
- ⑳ Roach and rat infested - Eliminate; See. IIb
- ㉑ Basement window at steps has air gaps at sills - Seal gaps; See. IIa
- ㉒ Rear lower bedroom has no heat contact - Install to supply at least $70^{\circ} F$; See. IIe
- ㉓ Front upper bedroom ceiling plaster crumbling - Replaster and decorate; See. IIa
- ㉔ Upstairs water closet compartment lavatory drain leaks - Replace S bend trap; See. IIb
- ㉕ Upstairs water compartment wall paper peeling - Redecorate; See. IIe
- ㉖ Upstairs water compartment inlet water lines leaking - Replace plumbing; See. IIc
- ㉗ Not enough electric outlets, for lights, wiring and outlets - Rewire to update electrical system; See. IIc

FORT WAYNE - ALLEN COUNTY
DEPARTMENT OF MINIMUM HOUSING AND RELOCATION
INSPECTION REPORT
GARAGES AND OTHER SECONDARY STRUCTURES

Address of Primary Structure 1020 E. Washington Date 7/19/78

Owner _____ Owners Address _____

TYPE OF CONSTRUCTION

Brick _____ Frame ✓ Other ✓

STATE OF DISREPAIR

Structural Condition

1 2 3 ✓ 4

Roof

1 2 3 ✓ 4

Doors

1 2 3 ✓ 4

Windows

1 ✓ 2 3 4

Comments

① Exterior paint deteriorated - Repaint
② Roof tile and eaves planks rotten and missing - Replace planks and tile
③ Big door half has broken hinges - Replace hinges and rehang doors

(See Th - Nurse Bldg Act 1471)

(1) Sound Condition
(2) Minor Defects
(3) Major Defects
(4) Sub-Standard

→ Inspected By: Collard

City-County Minimum Housing and Relocation Department of Allen County



JOHN A. HOLT - DIRECTOR

(2)

308 East Berry Street Fort Wayne, Indiana 46802 Phone: (219) 423-7057

I certify that I have received relocation payments amounting to \$ 7,400.00 in compliance with the optional relocation policy adopted by Neighborhood Care Incorporated of Ft. Wayne, Indiana.

With receiving payment in full, Neighborhood Care Incorporated has no further responsibility.

Signed Mrs. Clara Jones

Signed _____

Date 3-28-79

REAL PROPERTY ACQUISITION POLICY

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1. Every effort made to acquire real property by negotiation to avoid litigation and relieve congestion in the courts to promote public confidence in Federal Land Acquisition.
2. Real property shall be appraised "before" the initiation of negotiation and the owner or his designated representative shall be given an opportunity to accompany the appraiser during his inspection of the property.
3. Just compensation should be established prior to initiation of negotiation for Real Property, and make a prompt offer to acquire for full amount so established. The amount shall not be less than approved appraisal amount or fair market value of the property. Owner of the property to be acquired shall be provided a written statement of and summary of the basis for the amount established as just compensation. Where appropriate, the just compensation for the real property acquired and for damages to remaining real property shall be separately stated.
4. After purchasing REal Property, occupants shall not be requested to move without a 90 day written notice.
5. If occupants are permitted to occupy dwelling on a rental basis, rent shall not exceed fair market value of the property.
6. Property owners will be paid or reimbursed for necessary expenses for closing costs.

ACQUISITION PROCESS

1. Determination to Acquire
2. Issue Preliminary Acquisition Notice(Include Information Brochure)
3. Obtain Preliminary Title Evidence;Obtain Boundary Survey and Legal Description.
4. Contract For Appraisal;Owner Invited to Accompany Appraiser
5. Appraisal Completed;Appraisal Reviewed by State Agency.
6. Establish Just Compensation
7. Provide Written Purchase Offer; Furnish Summary Statement
8. Negotiate With Owner; Explain Acquisition Procedures
- 9A. Negotiations are Successful; Purchase Agreement Signed
- 9B. Negotiations are Unsuccessful(Final Offer Sent)
- 10A. Execute Deed; Complete Settlement Cost Statement; Pay Incidental Costs; Pay Net Amount.
11. Execute Short Term Lease For Period Until Relocation Completed
- 11A. Obtain Final Evidence of Title Showing State AGENCY As Owner

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HELMKE, BEAMS, BOYER & WAGNER

COUNSELORS AT LAW

GLNN J. BEAMS
WALTER P. HELMKE
R. DAVID BOYER
ROBERT A. WAGNER
W. PAUL HELMKE, JR.
J. TIMOTHY McCUALEY

309 STANDARD BLDG.
FORT WAYNE, INDIANA 46802

WALTER E. HELMKE (1901-1976)

TELEPHONE
422-7422
(Area Code 219)

June 3, 1980

Ms. Pat Wuellner, Acting Director
Neighborhood Care, Inc.
8th Floor City-County Building
One East Main Street
Fort Wayne, Indiana 46802



In Re: 1020 East Washington Street

Dear Ms. Wuellner:

The purpose of this letter is to inquire as to when F H Investment Corp. may expect you to complete the transaction for the property at 1020 Washington Street, Fort Wayne, Indiana. On or about September 18, 1979, Neighborhood Care, Inc. agreed to purchase property at the above address for \$3,840.00. Subsequently, Mr. Feichter was informed that the agreement would have to be approved by the City Council. To our knowledge the agreement has never been submitted.

The facts in this case, as we understand them, are as follows:

The property at 1020 East Washington Street in Fort Wayne was being purchased by Mrs. Clara Jones. Sometime prior to May of 1979, Clara Jones was moved into another house by Neighborhood Care. At the time she still owed F H Investment Corp. \$6,400.00. After she was moved, Minimum Housing condemned the property and ordered it demolished by June 4, 1979 and set a hearing for 7:00 p.m. on June 6, 1979 to hear reasons why F H Investment Corp. had not complied with the order. We appeared on that date, and the Commission extended the Order to its next hearing date.

In July of 1979, the matter was assigned in your office to Mr. Harold Lewis who, in due course, indicated that Neighborhood Care, Inc. might buy the property under one of the programs to rehabilitate. Mr. Lewis and Mr. Feichter inspected the home, and Mr. Lewis stated that the home should have been fixed up and that Mrs. Jones should never have been moved to another home by Neighborhood Care, Inc.

Negotiations were then started which resulted in the aforesaid agreement on September 18, 1979 subject to council approval.

Was condemned 7/19/78 Prior to Relocation
on 4-6-79

HELMKE, BEAMS, BOYER & WAGNER

Letter to Ms. Pat Wuellner
June 3, 1980
Page 2

Mr. Feichter has made repeated phone calls and visits to your office since that time trying to learn as to when the matter would be submitted to council. On May 1, 1980, he turned the matter over to me. I have made numerous calls to your office, but I have been unsuccessful in talking with you.

F H Investment Corp. is ready and willing to proceed with the transaction providing you immediately proceed to do whatever is required by your agency to close this matter, including getting council approval. If you do not do this, we shall have no other alternative but to bring suit against Mrs. Jones on her contract as well as others who may have caused the damage which F H Investment Corp. has suffered in the past year as a result of this whole transaction.

We expect to hear from either you or your attorney regarding your intentions in this matter no later than June 12, 1980.

Yours very truly,

HELMKE, BEAMS, BOYER & WAGNER


Glen J. Beams

GJB/lgk

APPRAISAL REVIEW SUMMARY SHEET

TYPE OF IMPROVEMENT:

APPRAISERS: ADAMS Bill

MARKET DATA APPROACH:

COMPARABLES	<u>3</u>	<u>3</u>
VALUE INDICATED	<u>\$700.00</u>	<u>1,200.00</u>

FINAL VALUE ESTIMATE:

LAND	<u>\$275.00</u>
IMPROVEMENTS	<u>\$675.00</u>
TOTAL	<u>\$950.00</u>

The reviewer has averaged the two values of the appraisers. His recommended or suggested purchase price is \$950.00

September 6, 1979

(DATE)

Harold Lewis
HAROLD LEWIS
REAL ESTATE SPECIALIST

9/6/79
Received for JH Investment Co.
L. Feichter

Memorandum

To Abe Farkas

Date

6/17/80

From Pat Heemstra

PF

Subject Take to next Council meeting

(PLEASE)

COPIES TO:

File

On September 6, 1979 an agreement to purchase 1020 E. Washington was written between Neighborhood Care, Inc. and F.H. Investment Corp. The property was appraised by two (2) appraisers as per H.U.D. Relocation regulations, Summary of the two appraisals indicated a true market value of \$950.00. This amount was approved by Council at that time. Mr. Jake Feichter would not accept this amount and a counter-offer was accepted by Mike Henry for \$3,840.00. The additional funds required total \$2,890.00 Please consider that Neighborhood Care, Inc. is bound to attempt to remove the contingency of Council approval and to request this additional amount.

EXHIBITS:

1. Minimum Housing Report of July 19, 1978

2. On January 26, 1979, the Minimum Housing Department relocated Clara Jones, the occupant of 1020 E. Washington. Clara Jones was purchasing on Land Contract from F.H. Investment Corp. The balance due on this Land Contract was approximately \$6,000.00 The memo in file from Ethel Watson said that NCI would not pay this balance off. (File available in office) H.U.D. Relocation Regulations are that existing obligation on Condemned House are to be paid out of Relocation Allowance. This was not done and may not have been regulation at that time. See 3-28-79

3. Real Property Acquisiton Policy.

Minimum Housing
Relocation Payment
Release from C. Jones

NCI took over the administration of the Relocation Program in July or August, 1979, and had no connection with this particular case initially. NCI did make a \$950 offer to F.H. Investment on September 6, 1979. Because the occupant was relocated prior to the structure being "condemned" according to HUD guidelines, NCI was required to purchase the structure. The offer for \$950 was rejected and the seller countered at \$3,840. NCI accepted reluctantly. On November 13, 1979, Council was petitioned by our agency to appropriate \$950 to acquire this property. This was an error since the price at that time had been agreed to and signed by our agency for \$3,840. NCI will require additional \$2,890 appropriation if we are to acquire this property.

4. Offer to purchase

5. Letter from Jake Feichter's attorney

6. Proposed Ordinance to send to Council

PH/ys

4412
DIGEST SHEET

TITLE OF ORDINANCE: Appropriation Ordinance

880-08-05

DEPARTMENT REQUESTING ORDINANCE: CD&P (Neighborhood Care, Inc.)

SYNOPSIS OF ORDINANCE:

RELEASE FUNDS To fulfill agreement in good faith between F.H. Investment Corp. and Neighborhood Care, Inc. Purchase agreement is \$2,560 below amount owed by Clara Jones to F. H. Investment Corp., and has already been negotiated by a previous staff.

EFFECT OF PASSAGE: Neighborhood Care will acquire 1020 E. Washington; property will be put to best use possible at time of possession; perhaps to be demolished using allocated funds. If this property is tied-up in litigation, it will continue to be an eyesore located on Washington Blvd.-- the most heavily traveled street into town from the east. The East Central plan proposes commercial development in this portion of the neighborhood. This is a small price when the alternatives are considered.

EFFECT OF NON-PASSAGE: Fair treatment by the government will be questioned by some citizens; our agency will not be in compliance with Federal Uniform Relocation Act of 1970; and F. H. Investment Corp may elect to name Neighborhood Care, Inc. in any legal action against Clara Jones.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

Direct costs= \$2,890 + 1,300 possible demolition (\$4,190 Total) Acquisition present balance is \$42,100 Community Development Block Grant Funds.

ASSIGNED TO COMMITTEE:

Finance